

468 87-71-SPH PETITION FOR SPECIAL HEARING TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve -----
To determine density rights in a R-C-2 Zone

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser:	Legal Owner(s):
(Type or Print Name)	Foy R. Allen
Signature	(Type or Print Name)
Address	8200 Thornton Rd. 828-9535
City and State	Towson, Md. 21204
Attorney for Petitioner:	Signature
(Type or Print Name)	JOHN F. ETZEL
Signature	Name
Address	412 DELAWARE AVE. 823-4470
City and State	Towson, Md. 21204
Attorney's Telephone No.:	Address

ORDERED By The Zoning Commissioner of Baltimore County, this 9th day of July, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County on the 27th day of August, 1986, at 9:30 o'clock

Carl Jarlon
Zoning Commissioner of Baltimore County

(over)

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland 87-71-SPH

District 6th Date of Posting 8-3-86
Posted for: Special Hearing
Petitioner: Foy R. Allen
Location of property: End of Mikules Manner Lane, 800' S from Bakers Schoolhouse Road
Location of Sign: Location sign N.E. Corner of Baltimore Schoolhouse Road and Mikules Manner Lane. Signs at each end of Mikules Manner Lane.
Remarks: Approx 8.5' width of Baltimore Schoolhouse Road.
Posted by: M. J. Jarlon Signature Date of return: August 8-86
Number of Signs: 2

GERHOLD, CROSS & ETZEL
Registered Professional Land Surveyors
412 DELAWARE AVENUE
TOWSON, MARYLAND 21204
823-4470

May 22, 1986

Zoning Description

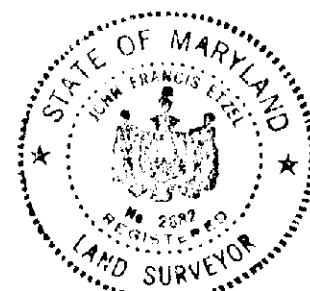
All that piece or parcel of land situate, lying and being in the Sixth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same at an iron pipe at the end of Mikules Manner Lane, distant southerly 800 feet measured along said Lane from Bakers Schoolhouse Road, thence leaving said Mikules Manner Lane and binding on the property of the petitioners herein, the 16 following courses and distances viz: South 5 degrees 40 minutes 10 seconds East 928.40 feet, South 24 degrees 30 minutes 10 seconds East 644.77 feet, South 51 degrees 59 minutes 50 seconds West 504.24 feet, South 12 degrees 00 minutes 10 seconds East 165.33 feet, South 62 degrees 59 minutes 50 seconds West 231.46 feet, South 41 degrees 59 minutes 50 seconds West 396.78 feet, South 66 degrees 59 minutes 50 seconds West 297.59 feet, North 76 degrees 29 minutes 50 seconds West 41.33 feet, North 20 degrees 25 minutes 50 seconds West 217.21 feet, North 61 degrees 12 minutes East 75.90 feet, North 32 degrees 05 minutes 10 seconds West 263.48 feet, North 56 degrees 59 minutes 50 seconds West 330 feet, North 16 degrees 00 minutes 10 seconds West 844.93 feet, South 75 degrees 59 minutes 50 seconds West 179.50 feet, North 40 degrees 02 minutes 10 seconds West 110.76 feet and North 51 degrees 31 minutes 50 seconds East 1704.55 feet to the place of beginning.

Containing 44.027 Acres of land more or less.

Saving and excepting 5.71 Acres of land conveyed to the Baltimore Gas and Electric Company leaving a net acreage of 38.32 Acres of land more or less.

Being the land of the petitioners herein as shown on a plat filed with Baltimore County Zoning Department.



IN RE: PETITION SPECIAL HEARING * BEFORE THE
Beginning at the End of * ZONING COMMISSIONER
Mikules Manner Lane, 800' S of * OF BALTIMORE COUNTY
Bakers Schoolhouse Road - *
6th Election District *
Foy R. Allen, * Case No. 87-71-SPH

Petitioner *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests approval of six density units on the subject property, as more particularly described on Petitioner's Exhibit 1.

The Petitioner appeared and testified. John Etzel, a registered land surveyor, also testified on his behalf. Joel Shaper and James O'Donnell, adjacent property owners, together with a number of other property owners, appeared in opposition.

Testimony indicated that the Petitioner acquired the subject property, zoned R.C.2 and located on Mikules Manner Lane, off Bakers Schoolhouse Road, in 1980. It contains approximately 38 acres and is bifurcated in an east-west direction by a 200-foot strip of land used for the Baltimore Gas and Electric Company's (B.G. & E.) transmission lines. There are approximately 11 acres to the north of this strip and 27 acres to the south. In addition, a road continues from Mikules Manner Lane through the property in a north-south direction, further dividing the property. There are approximately 7 1/2 acres to the east of this road and 2 1/2 acres to the west. This road is the result of an easement, recorded among the Land Records of Baltimore County, emanating from a court case between the prior owners of the property and the land owners to the west of the property which used the road as their means of access. The Petitioner proposes two lots to the east of the road, two lots to the west,

and two more to the south of the B.G. & E. strip of land, for a total of six lots.

There are two issues: does the road which divides the northern portion of the property create two distinct parcels of record, and does the B.G. & E. strip create a third parcel to the south of that strip?

Section 101-Definitions, Baltimore County Zoning Regulations (BCZR), defines "[l]ot of record" as "[a] parcel of land with boundaries as recorded...on the same date as the effective date of the zoning regulations..." It was a long-standing policy of the Zoning Commissioner that if R.C.-zoned land under the same ownership were divided by a public road, parcels on both sides of the road would be computed separately for density as if they were separate recorded lots. The property described on Petitioner's Exhibit 1 is apparently recorded by one metes and bounds description, subsequently impacted by the condemnation by B.G. & E. of the 200-foot-wide strip for its transmission lines and by the easement for the road. In Case No. 86-8-SPH, In Re: Pumanock Development Corporation, the Baltimore County Board of Appeals (Board) "rejected" this interpretation and reversed the Zoning Commissioner who had applied this policy therein. Therefore, pursuant to the Board's decision therein, the request here to permit two lots on each side of this road shall be denied. The potential issue of whether the road is "public" or not is moot, for if the road were not public, the policy cited would not have applied anyway.

Further, the second part of the Petitioner's request must also be denied. The property's former owners were certainly compensated to whatever degree those owners and the B.G. & E. thought appropriate, subject to the normal negotiations occurring during condemnation procedures. It must be presumed that the taking of the strip of land by the B.G. & E. would cause the owners

- 2 -

PETITION FOR SPECIAL HEARING
6th Election District
Case No. 87-71-SPH

LOCATION: End of Mikules Manner La., 800 feet South from Bakers Schoolhouse Road
DATE AND TIME: Wednesday, August 27, 1986, at 9:30 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Hearing to determine density rights in a R.C. 2 Zone

Being the property of Foy R. Allen, as shown on plat plan filed with the Zoning Office.

In the event that this Petition(s) is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD JARLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
End of Mikules Manner La., :
800' S from Bakers Schoolhouse : OF BALTIMORE COUNTY
Rd., 6th District :
FOY R. ALLEN, Petitioner : Case No. 87-71-SPH
: : : : :

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 223, Court House
Towson, MD 21204
494-2188

I HEREBY CERTIFY that on this 31st day of July, 1986, a copy of the foregoing Entry of Appearance was mailed to Mr. Foy R. Allen, 8200 Thornton Rd., Towson, MD 21204, Petitioner; and Mr. John F. Etzel, 412 Delaware Ave., Towson, MD 21204, who requested notification.

Peter Max Zimmerman
Peter Max Zimmerman

ORDER RECEIVED FOR FILING
DATE August 3, 1986
BY

Arnold Jarlon
Zoning Commissioner of Baltimore County

cc: Mr. Foy R. Allen
Mr. Joel Shaper
Mr. James O'Donnell
People's Counsel

- 3 -

7/22/86
BALTIMORE COUNTY DEPARTMENT OF HEALTH
Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204
Zoning Item # 468, Zoning Advisory Committee Meeting of July 1, 1986
Property Owner: Foy R. Allen
Location: Mikules Manor Ln, 800 ft. southerly from District 6th
Water Supply Private Sewage Disposal Private

- COMMENTS ARE AS FOLLOWS:
- () Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.
 - () Prior to new installation/s of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installation/s before work begins.
 - () A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.
 - () A permit to construct from the Division of Air Pollution Control is required for any charcoal operation which has a total cooking surface area of five (5) square feet or more.
 - () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
 - () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other appurtenances pertaining to health and safety; two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.
 - () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
 - () If lubrication work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

SS 20 1082 (1)

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204-2566
494-4500
PAUL H. REINCKE
CHIEF

Mr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

RE: Property Owner: Foy R. Allen
Location: End of Mikules Manor Lane, 800 ft. southerly from Bakers Schoolhouse Road
Item No.: 468 Zoning Agenda: Meeting of July 1, 1986

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

- () 1. Fire hydrants for the referenced property are required and shall be located at intervals of _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.

- () 2. A second means of vehicle access is required for the site.

- () 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

- (X) 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation. Road shall have a minimum width of 24 ft. & hard surfaced.

- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 edition prior to occupancy.

- () 6. Site plans are approved, as drawn.

- () 7. The Fire Prevention Bureau has no comments at this time.

REVIEWER: *John F. O'Neill* Noted and Approved: *John F. O'Neill*
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Zoning Item # 468 Zoning Advisory Committee Meeting of July 1, 1986
Page 2

- () Prior to rezoning of existing structure/s, petitioner must contact the Division of Water Quality and Waste Management at 494-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Water Quality and Waste Management at 494-3768.
- (X) Soil percolation tests (have never/must be) conducted.
 - () The results are valid until _____
 - () Soil percolation test results have expired. Petitioner should contact the Division of Environmental Support Services to determine whether additional tests are required.
- (X) Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test
 - () shall be valid until _____
 - () is not acceptable and must be retested. This must be accomplished prior to conveyance of property and approval of Building Permit Applications.
- () Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- (X) If submission of plans to the County Review Group is required, a Hydrogeological Study and an Environmental Effects Report must be submitted. 494-3763
- () Others _____

Ian J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

WWQ 2 4/86

CH/kan
1 & 2
3/15/74

PETITIONER'S EXHIBIT 3

THIS AGREEMENT, Made this _____ day of March, 1974, by and between WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, parties of the first part, Grantors, KARL F. MECH, JR., party of the second part, Grantee, GORDON M. MURPHY and CLAIRE R. MURPHY, his wife, parties of the third part, Grantees, WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, parties of the fourth part, Grantees, and DAVID D. ABBOTT and JANE J. ABBOTT, his wife, parties of the fifth part, Grantees.

WITNESSETH:

WHEREAS, the parties of the first part are the owners of a tract of land in Baltimore County, Maryland, more particularly described in a Deed dated August 23, 1950, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1869, folio 549, saving and excepting therefrom, however, that portion thereof heretofore conveyed by them to Baltimore Gas and Electric Company and

WHEREAS, the parties of the second, third, fourth and fifth parts heretofore are owners of parcels of land adjacent thereto, to wit:

- KARL F. MECH is the owner of that parcel of land which by Deed dated February 27, 1970, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5074, folio 697 was conveyed to him by Hugh Graham, by Sarah C. Graham, his Attorney-in-Fact.
- GORDON M. MURPHY and CLAIR M. MURPHY, his wife, are the owners of that parcel of land which by Deed dated October 2, 1965, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4526, folio 138, was conveyed to them by John Wiley Hunter and wife.
- WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, are the owners of that parcel of land which by Deed dated September 30, 1950, and recorded among the Land Records of

Baltimore County in Liber T.B.S. No. 1894, Folio 322, was conveyed to them by Paul Henry Glick and wife.

4. DAVID D. ABBOTT and JANE J. ABBOTT, his wife, are the owners of that parcel of land which by Deed dated May 15, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4876, folio 114, was conveyed to them from Sarah C. Graham, and

WHEREAS, disagreements have arisen between the parties hereto as to their rights and obligations with regard to a right-of-way across the property of the parties of the first part and a Bill of Complaint has been filed in the Circuit Court for Baltimore County in Equity entitled "David D. Abbott, et al, Complainants vs. William J. Walters, et ux., Respondents" (Equity Docket 99/450, Case No. 77162) and the parties hereto desire to resolve their differences.

NOW, THEREFORE, in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, doth grant and convey unto the said KARL F. MECH, JR., his personal representatives and assigns, GORDON M. MURPHY and CLAIRE R. MURPHY, his wife, their assigns and the survivor of them, and the personal representatives and assigns of the survivor, WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, their assigns and the survivor of them, and the personal representatives and assigns of the survivor, and DAVID D. ABBOTT and JANE J. ABBOTT, his wife, their assigns and the survivor of them, and the personal representatives and assigns of the survivor, a right-of-way eight feet wide from track to track as presently located on the property of the Grantors as a way to and from the properties of the Grantees above recited and not to or from any other property which is now, or may hereafter be, owned by any of the Grantees or their successors in title.

- 2 -

87-71-SPH

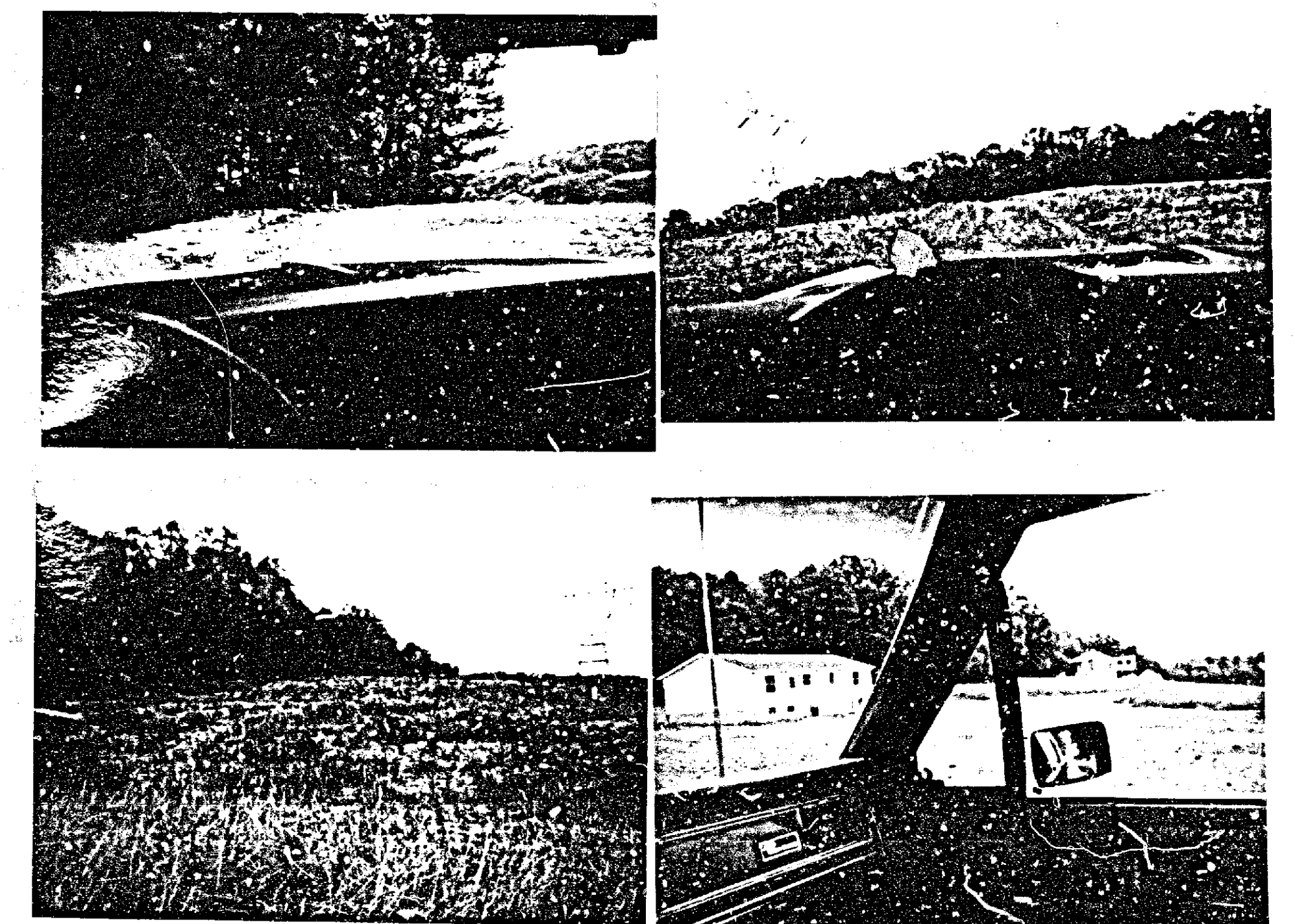
BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this _____ day of _____, 1986.

Arnold Jablon
ARNOLD JABLON
Zoning Commissioner

Petitioner Foy Allen Received by: James E. Dyer
Petitioner's Attorney Chairman, Zoning Plans Advisory Committee



It is intended, covenanted and agreed by the parties to this Agreement that the foregoing grant of right-of-way, together with its limitations, and the mutual covenants hereinafter set forth shall not inure to the benefit of or bind any of the parties hereto personally but shall run with the lands hereinbefore referred to and the respective rights and obligations herein granted and assumed shall pass with the ownership of said lands.

It is also covenanted and agreed that all and every right, claim or cause of action whatsoever relating to the right-of-way herein granted which before this Agreement may have arisen between the parties hereto, or any of them, shall be forever released, discharged and extinguished and none of the parties hereto, or their successors in title, shall have any right, claim, or cause of action against any other party hereto with relation to said right-of-way which is not herein conferred.

And the parties hereto, and each of them, mutually covenant and agree as follows:

1. That the right-of-way herein granted shall be used for the purpose of farming, for the purpose of maintaining one residence for one family and no more on each of the parcels of land hereinbefore mentioned and for uses accessory thereto, but not for any other purpose whatsoever.

2. That for the purposes above mentioned the right-of-way may be traversed by farm vehicles and machinery of reasonable width for the right-of-way, the width of which vehicles and machinery shall not be restricted to eight feet, but in no event shall the movement of such vehicles or machinery require the Grantors, or their successors in title, to cut any trees in order to widen the right-of-way.

3. That all parties to this Agreement shall have the right to maintain and repair the right-of-way by reasonable means, including, but not restricted to, resurfacing thereof by crusher run, segregated stone, field stone and black top, provided,

however, that no one shall have the right to claim reimbursement from the Grantors, or their successors in title, for any such work and provided further, that such maintenance shall not extend beyond the limits of the right of way.

4. That the maintenance of said right-of-way may be done by the use of material already located in the right-of-way or of imported materials and by the use of the residents' own labor or of hired or contracted labor.

5. That, if any party hereto shall do maintenance work on said right-of-way which involves the use of material not already in the right-of-way or the use of labor of persons who do not reside on the said properties, the party, or parties, doing, or causing to be done, the said maintenance work shall notify the Grantors, or their successors in title, at least two weeks before the work is to be done.

6. That an executed copy of this Agreement shall be submitted to the Court in the cause hereinbefore mentioned and, in lieu of all other rights and claims between the parties to this Agreement, the parties hereto agree to submit to a Decree incorporating the terms of this Agreement which enjoins them, so long as they, or any of them, remain the owners of the property hereinbefore recited, from violating the terms of this Agreement.

AS WITNESS, the hands and seals of the parties hereto the date and the year first above written.

WITNESS:

WILLIAM J. WALTERS, Grantor (SEAL)

ESTELLE M. WALTERS, Grantor (SEAL)

KARL F. MECH, JR., Grantee (SEAL)

GORDON M. MURPHY, Grantee (SEAL)

CLAIRE R. MURPHY, Grantee (SEAL)

OFFICES OF
ENNESSEY,
RY AND DAUSCH
V. PENNSYLVANIA
AVENUE
IN. MD. 21204

GRANTOR'S EXHIBIT 3a

FOR THIS ADDENDUM TO AN AGREEMENT (which Agreement was made on the Fifteenth Day of March, 1974, between the parties specified following), is made by and between WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, parties of the first part, Grantors, KARL F. MECH, JR., party of the second part, Grantee, GORDON M. MURPHY and CLAIRE R. MURPHY, his wife, parties of the third part, Grantees, WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, parties of the fourth part, Grantees, and DAVID D. ABBOTT and JANE J. ABBOTT, his wife, parties of the fifth part, Grantees.

WITNESSETH:

1. That the word "trees" in covenant number 2 on page 2 of the original Agreement is hereby defined to mean any plant the main trunk of which has a diameter in excess of three inches.

2. That in covenant number 5, found on page 4 of said Agreement, the phrase "material not already in the right-of-way" is defined to exclude fieldstone as used on the road in the past, and as found on the property of the Grantees, so that such fieldstone may be used without advance notice.

3. That in covenant number 4 on page 4 of said Agreement, the word "maintenance" is hereby defined to include the right to maintain three drains to carry standing or running water off of the road, such drains to be located and defined as follows:

a. A drain ten (10) inches wide, six (6) feet long, eight (8) inches deep at the top of the hill where the Baltimore Gas and Electric Company easement over the Grantors' property is located.

b. A drain ten (10) inches wide, two (2) feet long, and six (6) inches deep located approximately thirty feet from the end of the wooded area on the road on the Grantors' property, measured towards the Grantees' property.

c. A drain of the same dimensions as described in sub-paragraph b above, located approximately twenty feet east of said drain.

-2-

But that it is expressly provided that the maintenance of such drains shall in no wise be considered to change or increase the right-of-way as specified by the Grantors in the original Agreement.

4. That in covenant number 5 on page 4 of said Agreement, the phrase "labor of persons who do not all reside on the said properties..." is hereby defined to relatives or friends of the Grantees who are willing to work on the road without pay of any kind so that work done by such labor shall not require advance notice.

AS WITNESS, the hands and seals of the parties hereto the date and the year first above written.

WITNESS:

WILLIAM J. WALTERS, Grantor (SEAL)

ESTELLE M. WALTERS, Grantor (SEAL)

KARL MECH, JR., Grantee (SEAL)

GORDON M. MURPHY, Grantee (SEAL)

CLAIRE R. MURPHY, Grantee (SEAL)

WILLIAM C. PARSONS, Grantee (SEAL)

CHARLOTTE J. PARSONS, Grantee (SEAL)

DAVID D. ABBOTT, Grantee (SEAL)

JANE J. ABBOTT, Grantee (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this day of April, 1974, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM J. WALTERS and ESTELLE M. WALTERS, Grantors, and they made oath in due form of law that the foregoing Agreement is their respective act and deed.

AS WITNESS my hand and Notarial seal.

My Commission Expires:

NOTARY PUBLIC

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this day of April, 1974, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared EARL F. MECH, JR., GORDON M. MURPHY and CLAIRE K. MURPHY, his wife, WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, DAVID D. ABBOTT and JUNE J. ABBOTT, his wife, Grantees, and they made oath in due form of law that the foregoing Agreement is their respective act and deed.

AS WITNESS my hand and Notarial seal.

My Commission Expires:

NOTARY PUBLIC

WILLIAM J. WALTERS

EXPENSE

O.T.G. 4925-123

THIS DEED, Made this 2nd day of OCTOBER, in the year one thousand nine hundred and sixty-EIGHT, by and between WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, parties of the first part, BANKERS TRUST COMPANY, a corporation of the State of New York, Trustee, party of the second part, and BALTIMORE GAS AND ELECTRIC COMPANY, a corporation of the State of Maryland, party of the third part.

WHEREAS, the said party of the third part, by its original indenture dated February 1, 1919, and recorded among the Mortgage Records of Baltimore County in Liber M.P.C. No. 555, folio 1, etc., and twenty-nine (29) indentures supplemental thereto, the last being dated August 1, 1967, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4791, folio 361, etc., conveyed to the said party of the second part, Trustee, for the uses and purposes therein set forth, all the property of the said Baltimore Gas and Electric Company then owned or thereafter to be acquired by it; and

WHEREAS, in order to vest the title to the property hereinafter described in the said party of the second part, as Trustee under said original indenture dated February 1, 1919, and indentures supplemental thereto, it is now proposed to grant and convey the property hereinafter described directly to the said party of the second part, as such Trustee, and to the said party of the third part, subject, in all respects, to the right, title and interest of the said party of the second part, as such Trustee.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of Five (\$5.00) Dollars, and other valuable considerations, this day paid, receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said Bankers Trust Company, Trustee under the aforesaid original indenture dated February 1, 1919, and indentures supplemental thereto, and its successors in said trust, for the uses and purposes and upon the trusts in said indentures set forth, and, subject to the interest and estate so vested in Bankers Trust Company, Trustee, unto the said Baltimore Gas and Electric Company, its successors and assigns, in fee simple, all the parcel of land situate in the Sixth Election District of Baltimore County, State of Maryland, and according to a survey prepared by Dollenberg Brothers, dated March 29, 1968 and described as follows that is to say:

BEGINNING for the same at the point of intersection of the center line of a proposed electrical transmission line right of way, 200 feet wide, with the first line of a parcel of land which by a deed dated August 23, 1950 and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1869, folio 549 was conveyed by William F. Bell and wife to William J. Walters and wife, said point of intersection being distant North 46 degrees 29 minutes 50 seconds East 297.12 feet, measured reversely along said first line, from a pipe in a chestnut stump standing at the end of said line and running thence with and binding on a part of said first line, said line being the common boundary between the property of the herein named parties of the first part and the property of George M. White and wife, South 46 degrees 29 minutes 50 seconds West 140.01 feet, thence leaving said outline and running for a line of division now made parallel with and distant 100 feet southerly, measured at right angles, from the center line of said proposed electrical transmission line right of way, 200 feet wide, South 87 degrees 55 minutes 20 seconds East 1004.30 feet to intersect the fifteenth or North 30 degrees West 39 perches line of the aforesaid parcel of land which was conveyed by William F. Bell and wife to William J. Walters and wife, thence running with and binding on a part of said fifteenth line, said line being the common boundary between the property of the herein named parties of the first part and the property of George M. White and wife, North 29 degrees 58 minutes 20 seconds West 113.63 feet to a stone heretofore set at the end of said fifteenth line and North 10 degrees 58 minutes 20 seconds West 3.79 feet, thence leaving said outlines and running for a line of division now made parallel with and distant 100 feet northerly, measured at right angles, from the center line of said proposed electrical transmission line right of way, 200 feet wide, North 87 degrees 55 minutes 20 seconds West 1034.55 feet to intersect the aforesaid first line of the parcel of land which was conveyed by William F. Bell and wife to William J. Walters and wife and thence running with and binding on a part of said first line, said line being the common boundary between the property of the herein named parties of the first part and the property of George M. White and wife, South 46 degrees 29 minutes 50 seconds West 140.01 feet to the place of beginning.

Containing 3.710 Acres of land more or less.

The courses in the above description is referred to the State of Maryland grid meridian.

Being part of the land which by a deed dated August 23, 1950 and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1869 folio 549 was conveyed by William F. Bell and wife to William J. Walters and Estelle M. Walters, his wife.

Subject to a right of way 16 1/2 feet wide heretofore granted by William J. Walters and wife to the American Telephone and Telegraph Company of Baltimore City by agreement dated November 4, 1960 and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3799, folio 554.

The above described parcel of land is shown outlined in red on Plat No. 12487-B attached hereto and made a part hereof.



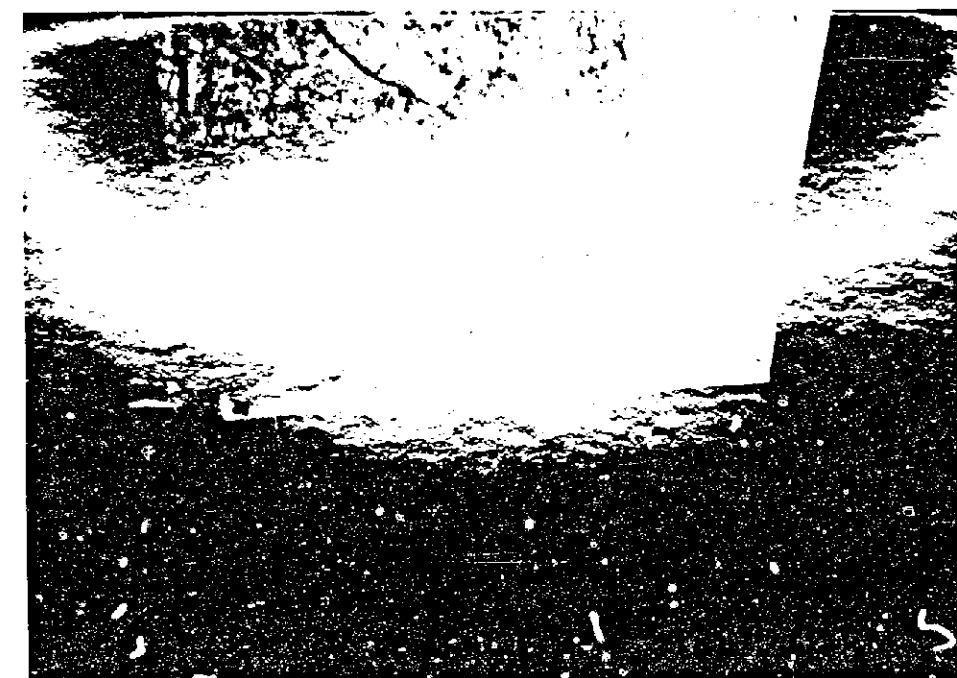
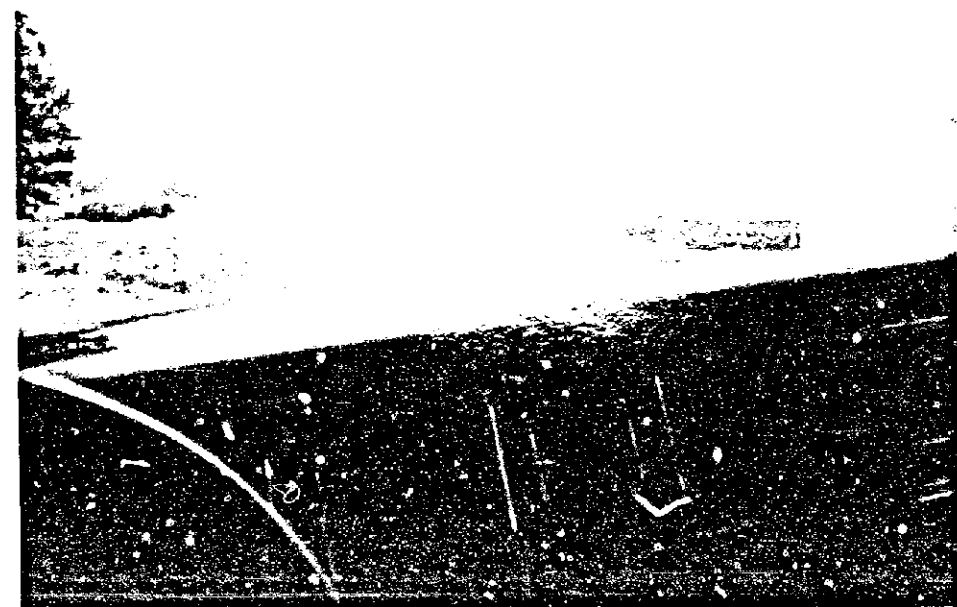
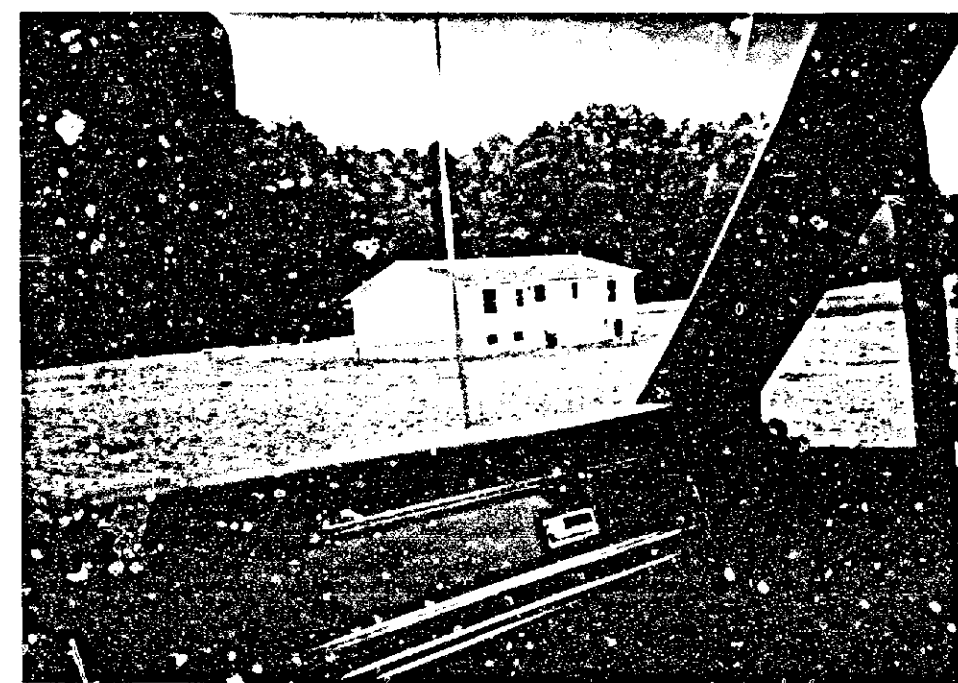
TOGETHER with the right to have access at all times, under existing roads or for as practicable, for the construction, operation and maintenance of poles, poles, structures, wires, cables, conduits, gas pipes or other facilities upon, over or under said parcel of land, and together with the right to trim or cut down and remove all trees on the land adjacent to said parcel of land designated as parcel 2 and parcel 3 on the attached plat which is a part of the second and third right at any time, in the sole judgment of the parties of the second and third parts, or either of them, their successors and assigns, or the successors and assigns of either of them, be liable to interfere with or fall on any of the facilities of the party of the third part, its successors or assigns.

RESERVING, however, unto the said parties of the first part, their heirs and assigns, the right to cross said parcel of land and extend roads and public utility facilities across said parcel of land anywhere except within fifty (50) feet of any structure of the said party of the third part, and if such roads or facilities interfere with the use of said parcel of land by the said party of the third part, it will relocate them, and the right to form and use the same in any other manner as long as such other use, in the sole judgment of the parties of the second and third parts, or either of them, their successors and assigns, or the successors and assigns of either of them, will not interfere with the construction, operation and maintenance of the party of the third part's existing or future facilities, but there shall not be erected any buildings or structures thereon by the parties of the first part; any crops which may be damaged on land adjacent to said parcel of land because of such construction, operation and maintenance shall be paid for at prevailing market prices by the party of the third part.

TOGETHER with any, all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said parcel of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said BANKERS TRUST COMPANY, Trustee under the aforesaid original indenture of February 1, 1919, and indentures supplemental thereto, and its successors in said trust, for the uses and purposes and upon the trusts in said indentures set forth, in fee simple.

TO HAVE AND TO HOLD said parcel of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper



and benefit of the said BALTIMORE GAS AND ELECTRIC COMPANY, its successors and assigns, subject to the interest and estate so vested in the Bankers Trust Company, Trustee, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the within named parties of the first part.

WITNESS:

29 May 1968
F. J. WALZOG, JR.

William J. Walters (SEAL)
William J. Walters

29 May 1968
F. J. WALZOG, JR.

Estelle M. Walters (SEAL)
Estelle M. Walters

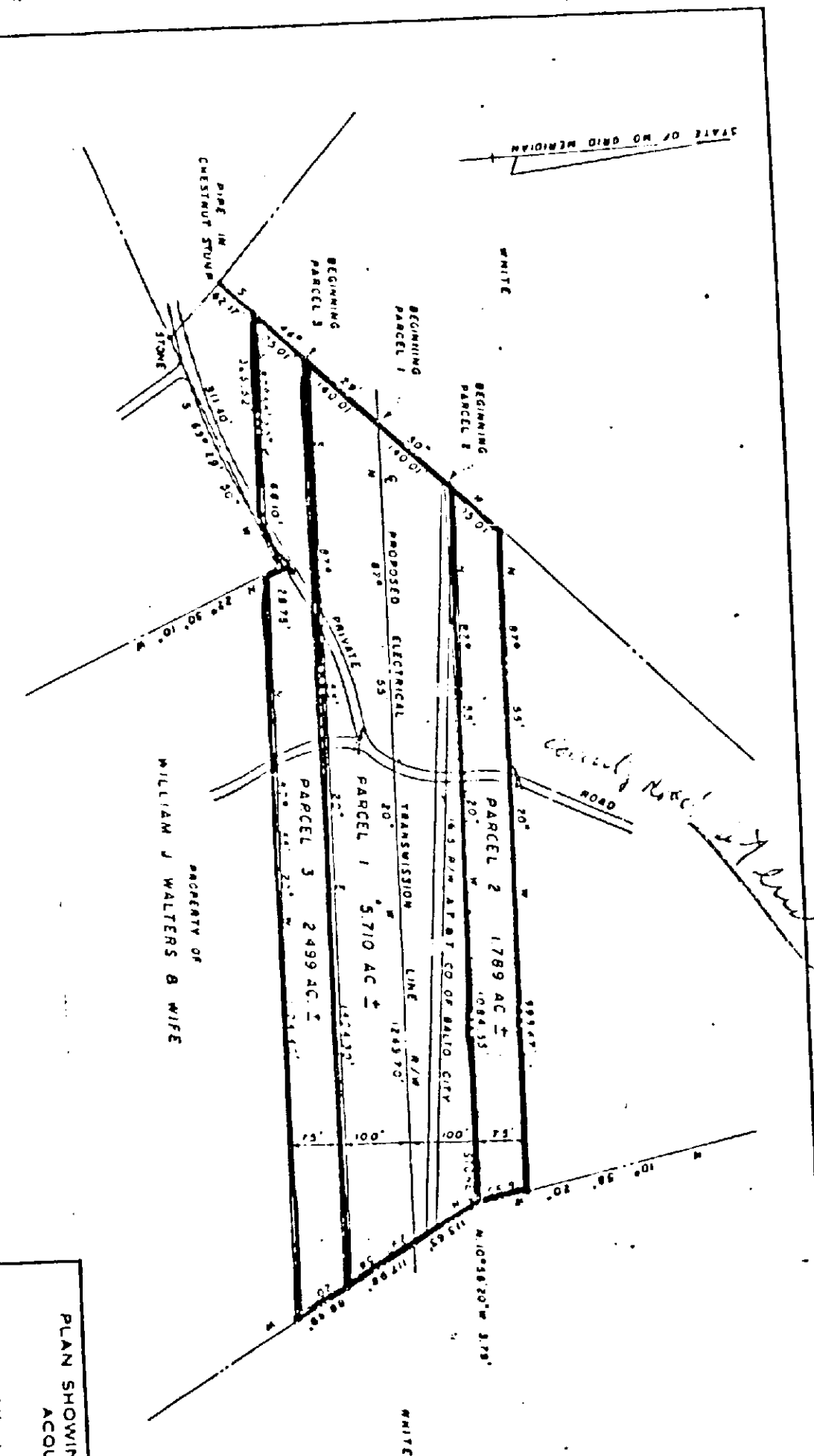
STATE OF MARYLAND, BALTIMORE CITY/COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of May, 1968, before me, a Notary Public of said State, personally appeared WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, parties of the first part herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

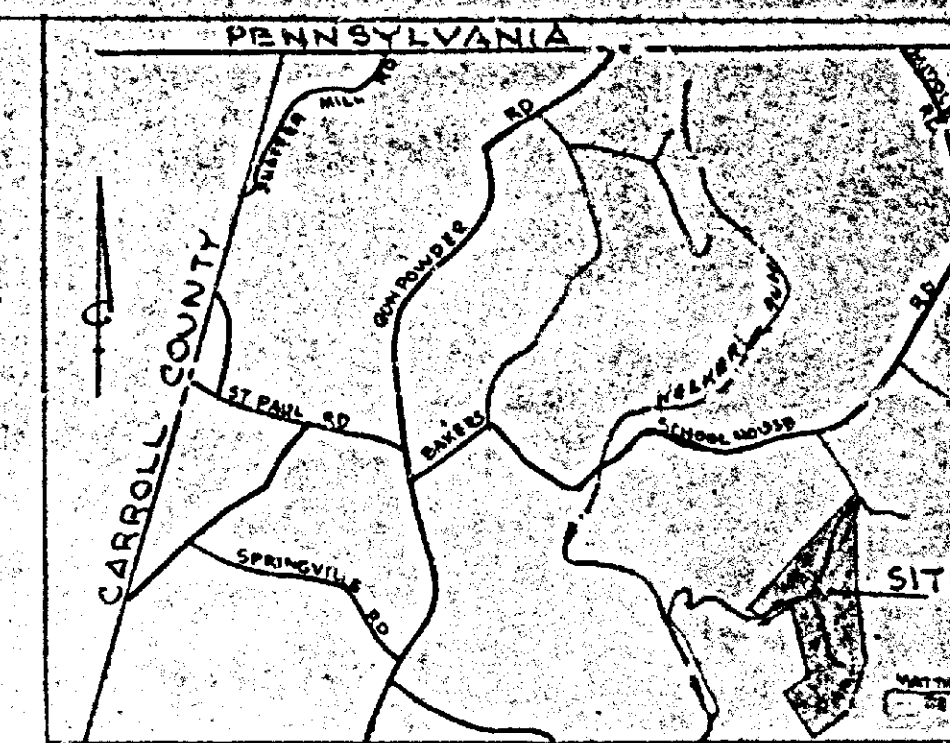
Frederick J. Walzog, Jr.
Notary Public
FREDERICK J. WALZOG, JR.
My commission expires: June 30, 1969

PLAN SHOWING PROPERTY TO BE
ACQUIRED FROM
WILLIAM J. WALTERS & WIFE
6TH ELECTION DISTRICT
BALTIMORE COUNTY MARYLAND
SCALE: 1"=200 FT. DATE 3-24-68
CHECKED: APPROVED:

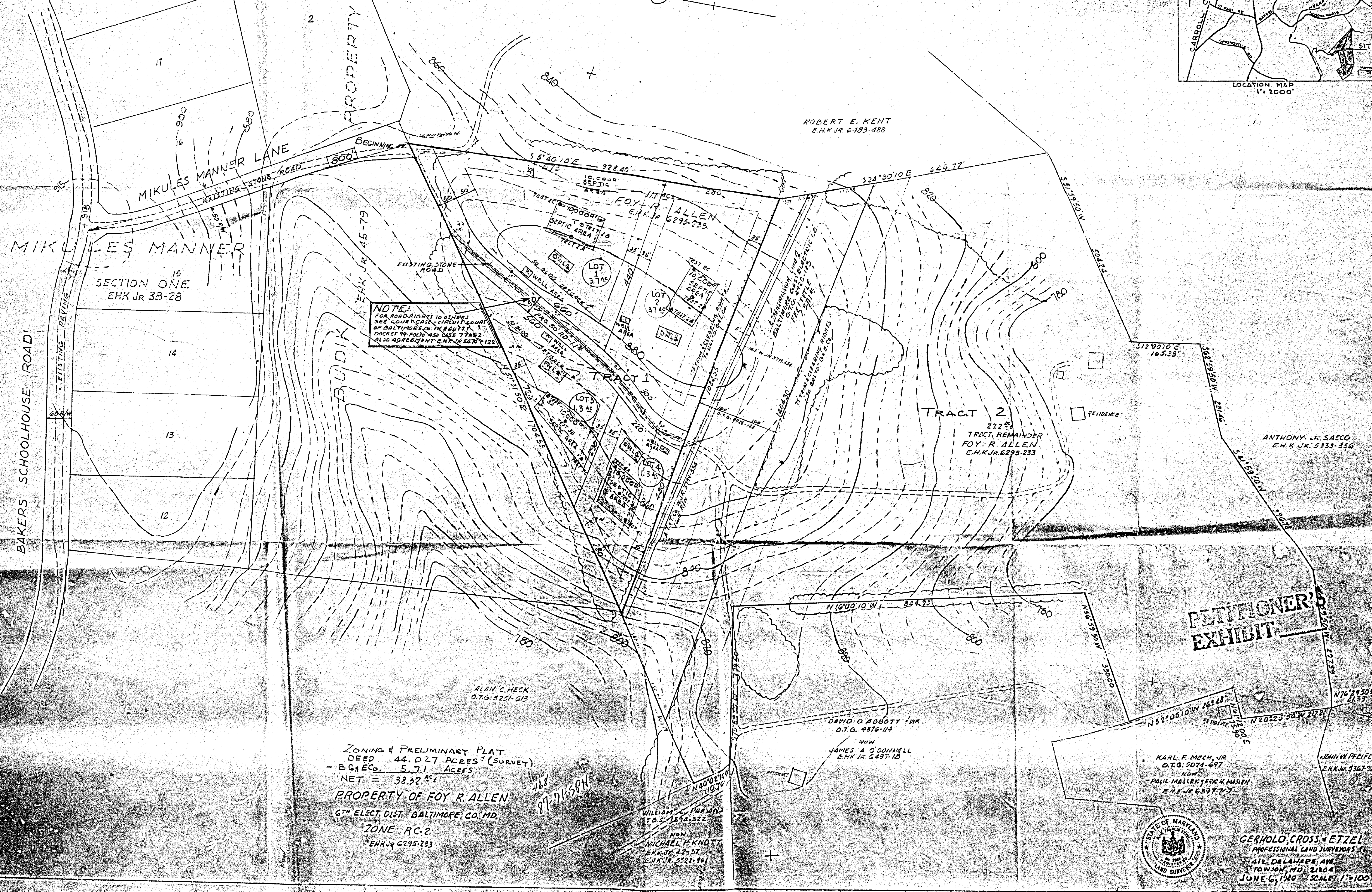


Rec'd for record OCT 3 1968 at 11:17 AM
Per Orville T. Cosnell, Clerk
Mail to THE TITLE GUARANTEE COMPANY
Receipt No. 212318 16-50

12487-8
PARCEL 33



LOCATION MAP
1" = 2000'



NOTE:
FOR ROAD RIGHTS TO OTHERS
SEE COURT CASE - CIRCUIT COURT
OF BALTIMORE CO. IN RE BUTTY
DOCKET # 14-10-125 CASE 77-125
ALSO AGREEMENT MAP 14-10-125

ZONING & PRELIMINARY PLAT
DEED 44.027 ACRES (SURVEY)
- BGS ECD 5.71 ACRES
NET = 38.32 ACRES
PROPERTY OF FOY R. ALLEN
6TH ELECT. DIST. BALTIMORE CO. MD.
ZONE RC-2
E.H.K. JR. 6295-223

PETITIONER'S
EXHIBIT

KARL F. MECH, JR.
O.T.G. 5074-697
NOW
PAUL MASLER & K. MASLER
E.H.K. JR. 6397-7-7



GERHOLD, CROSS & ETZEL
PROFESSIONAL LAND SURVEYORS
412 DELAWARE AVE
TOWSON, MD. 21204
JUNE 6, 1966 SCALE 1" = 100'

468 87-71-SPH PETITION FOR SPECIAL HEARING TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve -----
To determine density rights in a R-C-2 Zone

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser:	Legal Owner(s):
(Type or Print Name)	Foy R. Allen
Signature	(Type or Print Name)
Address	8200 Thornton Rd. 828-9535
City and State	Towson, Md. 21204
Attorney for Petitioner:	Signature
(Type or Print Name)	JOHN F. ETZEL
Signature	Name
Address	412 DELAWARE AVE. 823-4470
City and State	Towson, Md. 21204
Attorney's Telephone No.:	Address

ORDERED By The Zoning Commissioner of Baltimore County, this 9th day of July, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County on the 27th day of August, 1986, at 9:30 o'clock

Carl Jarlon
Zoning Commissioner of Baltimore County

(over)

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland 87-71-SPH

District 6th Date of Posting 8-3-86
Posted for: Special Hearing
Petitioner: Foy R. Allen
Location of property: End of Mikules Manner Lane, 800' S from Bakers Schoolhouse Road
Location of Sign: Location sign N.E. Corner of Baltimore Schoolhouse Road and Mikules Manner Lane. Signs at each end of Mikules Manner Lane.
Remarks: Approx 8.5' width of Baltimore Schoolhouse Road.
Posted by: M. J. [Signature] Date of return: August 8-86
Number of Signs: 2

GERHOLD, CROSS & ETZEL
Registered Professional Land Surveyors
412 DELAWARE AVENUE
TOWSON, MARYLAND 21204
823-4470

May 22, 1986

Zoning Description

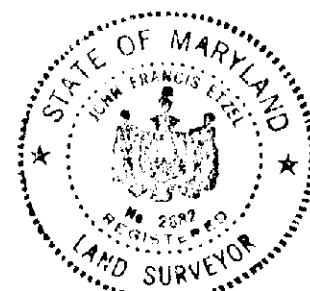
All that piece or parcel of land situate, lying and being in the Sixth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same at an iron pipe at the end of Mikules Manner Lane, distant southerly 800 feet measured along said Lane from Bakers Schoolhouse Road, thence leaving said Mikules Manner Lane and binding on the property of the petitioners herein, the 16 following courses and distances viz: South 5 degrees 40 minutes 10 seconds East 928.40 feet, South 24 degrees 30 minutes 10 seconds East 644.77 feet, South 51 degrees 59 minutes 50 seconds West 504.24 feet, South 12 degrees 00 minutes 10 seconds East 165.33 feet, South 62 degrees 59 minutes 50 seconds West 231.46 feet, South 41 degrees 59 minutes 50 seconds West 396.78 feet, South 66 degrees 59 minutes 50 seconds West 297.59 feet, North 76 degrees 29 minutes 50 seconds West 41.33 feet, North 20 degrees 25 minutes 50 seconds West 217.21 feet, North 61 degrees 12 minutes East 75.90 feet, North 32 degrees 05 minutes 10 seconds West 263.48 feet, North 56 degrees 59 minutes 50 seconds West 330 feet, North 16 degrees 00 minutes 10 seconds West 844.93 feet, South 75 degrees 59 minutes 50 seconds West 179.50 feet, North 40 degrees 02 minutes 10 seconds West 110.76 feet and North 51 degrees 31 minutes 50 seconds East 1704.55 feet to the place of beginning.

Containing 44.027 Acres of land more or less.

Saving and excepting 5.71 Acres of land conveyed to the Baltimore Gas and Electric Company leaving a net acreage of 38.32 Acres of land more or less.

Being the land of the petitioners herein as shown on a plat filed with Baltimore County Zoning Department.



IN RE: PETITION SPECIAL HEARING * BEFORE THE
Beginning at the End of * ZONING COMMISSIONER
Mikules Manner Lane, 800' S of * OF BALTIMORE COUNTY
Bakers Schoolhouse Road - *
6th Election District *
Foy R. Allen, * Case No. 87-71-SPH

Petitioner *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests approval of six density units on the subject property, as more particularly described on Petitioner's Exhibit 1.

The Petitioner appeared and testified. John Etzel, a registered land surveyor, also testified on his behalf. Joel Shaper and James O'Donnell, adjacent property owners, together with a number of other property owners, appeared in opposition.

Testimony indicated that the Petitioner acquired the subject property, zoned R.C.2 and located on Mikules Manner Lane, off Bakers Schoolhouse Road, in 1980. It contains approximately 38 acres and is bifurcated in an east-west direction by a 200-foot strip of land used for the Baltimore Gas and Electric Company's (B.G. & E.) transmission lines. There are approximately 11 acres to the north of this strip and 27 acres to the south. In addition, a road continues from Mikules Manner Lane through the property in a north-south direction, further dividing the property. There are approximately 7 1/2 acres to the east of this road and 2 1/2 acres to the west. This road is the result of an easement, recorded among the Land Records of Baltimore County, emanating from a court case between the prior owners of the property and the land owners to the west of the property which used the road as their means of access. The Petitioner proposes two lots to the east of the road, two lots to the west,

and two more to the south of the B.G. & E. strip of land, for a total of six lots.

There are two issues: does the road which divides the northern portion of the property create two distinct parcels of record, and does the B.G. & E. strip create a third parcel to the south of that strip?

Section 101-Definitions, Baltimore County Zoning Regulations (BCZR), defines "[l]ot of record" as "[a] parcel of land with boundaries as recorded...on the same date as the effective date of the zoning regulations..." It was a long-standing policy of the Zoning Commissioner that if R.C.-zoned land under the same ownership were divided by a public road, parcels on both sides of the road would be computed separately for density as if they were separate recorded lots. The property described on Petitioner's Exhibit 1 is apparently recorded by one metes and bounds description, subsequently impacted by the condemnation by B.G. & E. of the 200-foot-wide strip for its transmission lines and by the easement for the road. In Case No. 86-8-SPH, In Re: Pumanock Development Corporation, the Baltimore County Board of Appeals (Board) "rejected" this interpretation and reversed the Zoning Commissioner who had applied this policy therein. Therefore, pursuant to the Board's decision therein, the request here to permit two lots on each side of this road shall be denied. The potential issue of whether the road is "public" or not is moot, for if the road were not public, the policy cited would not have applied anyway.

Further, the second part of the Petitioner's request must also be denied. The property's former owners were certainly compensated to whatever degree those owners and the B.G. & E. thought appropriate, subject to the normal negotiations occurring during condemnation procedures. It must be presumed that the taking of the strip of land by the B.G. & E. would cause the owners

- 2 -

PETITION FOR SPECIAL HEARING
6th Election District
Case No. 87-71-SPH

LOCATION: End of Mikules Manner La., 800 feet South from Bakers Schoolhouse Road
DATE AND TIME: Wednesday, August 27, 1986, at 9:30 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Hearing to determine density rights in a R.C. 2 Zone

Being the property of Foy R. Allen, as shown on plat plan filed with the Zoning Office.

In the event that this Petition(s) is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD JARLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
End of Mikules Manner La., :
800' S from Bakers Schoolhouse : OF BALTIMORE COUNTY
Rd., 6th District :
FOY R. ALLEN, Petitioner : Case No. 87-71-SPH
: : : : :

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 223, Court House
Towson, MD 21204
494-2188

I HEREBY CERTIFY that on this 31st day of July, 1986, a copy of the foregoing Entry of Appearance was mailed to Mr. Foy R. Allen, 8200 Thornton Rd., Towson, MD 21204, Petitioner; and Mr. John F. Etzel, 412 Delaware Ave., Towson, MD 21204, who requested notification.

Peter Max Zimmerman
Peter Max Zimmerman

- 3 -



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3553

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

August 20, 1986

Mr. Foy R. Allen
8200 Thornton Road
Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING
End of Mikules Manner La., 800' S from
Bakers Schoolhouse Rd.
6th Election District
Foy R. Allen - Petitioner
Case No. 87-71-SPH

Dear Mr. Allen:

This is to advise you that \$50.00 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

Please make the check payable to Baltimore County, Maryland, and remit to 333 County Office Building, Towson, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE-REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 021649

DATE 8/17/86 ACCOUNT 01-615-177

AMOUNT \$ 50.00

Mr. Foy R. Allen, 8200 Thornton Road, Towson, Md. 21204

FOR ADVERTISING & POSTING RE CASE 87-71-SPH

VALIDATION OR SIGNATURE OF CASHIER

Mr. Foy R. Allen
8200 Thornton Road
Towson, Maryland 21204

July 18, 1986

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING
End of Mikules Manner La., 800' S from
Bakers Schoolhouse Rd.
6th Election District
Foy R. Allen - Petitioner
Case No. 87-71-SPH

TIME: 9:30 a.m.

DATE: Wednesday, August 27, 1986

PLACE: Room 106, County Office Building, 111 West Chesapeake

Avenue, Towson, Maryland

[Signature]
Zoning Commissioner
of Baltimore County

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE-REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 020058

DATE 8/17/86 ACCOUNT 01-615

AMOUNT \$ 100.00

Mr. Foy R. Allen, 8200 Thornton Road, Towson, Md. 21204

FOR SPECIAL HEARING PETITION

VALIDATION OR SIGNATURE OF CASHIER

87-365 P. 120

5114156 70 120

RECEIVED
AUG 19 1986
ZONING OFFICE

August 14, 1986

Mr. Arnold Jablon
Zoning Department, Room 113
111 W. Chesapeake Ave.
Towson, Maryland 21204

Dear Sir:

I would like to provide some additional information for a zoning hearing which I will be unable to attend. The case number is 87-71-SPH, brought by Foy Allen, who is attempting to subvert the R-2 zoning on his property off Bakers Schoolhouse Road. Mr. Allen has omitted some important information from his petition.

An agreement was recorded on March 28, 1974 (Liber 470, Folio 122), to which the previous owner of the property in question was a party. A legal right-of-way was granted to four land-locked properties. Here are some pertinent parts of that agreement:

"It is intended, covenanted and agreed by the parties to this Agreement that the foregoing grant of right-of-way, together with its limitations, and the mutual covenants hereinafter set forth shall not inure to the benefit of or bind any of the parties hereto personally but shall run with the lands hereinbefore referred to and the respective rights and obligations herein granted and assumed shall pass with the ownership of said lands...."

That the right-of-way herein granted shall be used for the purpose of farming, for the purpose of maintaining one residence for one family and no more on each of the parcels of land hereinbefore mentioned and for uses accessory thereto, but not for any other purpose whatsoever."

I don't see how Mr. Allen can subdivide his property once, let alone five times.

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

July 22, 1986

Re: Zoning Advisory Meeting of July 1, 1986
Item #468 Foy R. Allen
Location: End of Mikules Manner
La., 800' S from Bakers
Schoolhouse Rd.
6th Election District
Foy R. Allen - Petitioner

Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the petition and offers the following comments. The items checked below are:

- ☒ There are no site planning factors requiring comment.
- ☒ A County Review Group Meeting is required.
- ☒ A County Review Group Meeting was held and the minutes will be forwarded by the Bureau of Public Services.
- ☒ This site is part of a larger tract therefore it is defined as a subdivision. The plan must show the entire tract.
- ☒ A record plat will be required and must be recorded prior to issuance of a building permit.
- ☒ The zoning is not satisfactory.
- ☒ The existing development is not satisfactory.
- ☒ Planning calculations must be shown on the plan.
- ☒ This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- ☒ Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-33 of the Development Regulations.
- ☒ Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- ☒ The proposed development plan was approved by the Planning Board on 11/13/79.
- ☒ The property is located in a designated service area as defined by Bill 113-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The sufficient service is not shown.
- ☒ If a property is located in a designated service area, a "top level" traffic capacity may become more limited. The conditions upon which the property is located by the County Council, Public Services Bureau (Planning) are:

cc: John 10/1/86

Examine & Review
City of Current Planning and Development

CERTIFICATE OF PUBLICATION

TOWSON, MD., August 7, 1986

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on August 7, 1986

THE JEFFERSONIAN,

Publisher

Cost of Advertising

24.75

PETITION FOR
SPECIAL HEARING
6th Election District
Case No. 87-71-SPH

LOCATION: End of Mikules Manner La., 800' S from Bakers Schoolhouse Rd.

DATE AND TIME: Wednesday, Aug 27, 1986, at 9:30 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the petition for special hearing to determine if the property is a R-2 Zone. Being the property of Foy R. Allen, as shown on plat plan filed with the Zoning Office.

In the event that this Petitioner is granted a building permit may be issued within the 30-day appeal period. The Zoning Commissioner will, however, extend any review for a stay of the issuance of said permit during that period for good cause shown. Such request must be received in writing to the date of the hearing set above or made at the hearing.

By Order Of
ARNOLD JABLON
Zoning Commissioner
of Baltimore County
5006 Aug. 7.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
Zoning Commissioner

Date: July 21, 1986

FROM: Norman E. Gerber, AICP, Director
Office of Planning and Zoning

SUBJECT: Zoning Petition No. 87-71-SPH

It is this office's opinion that the subject property, zoned R.C.2, is permitted a maximum of 2 lots.

NDS/JGH/sf

[Signature]
Norman E. Gerber, AICP
Director, Office of Planning and Zoning

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

August 1, 1986

Mr. Foy R. Allen
8200 Thornton Road
Towson, Maryland 21204

RE: Item No. 468 - Case No. 87-71-SPH
Petitioner: Foy R. Allen
Petition for Special Hearing

Dear Mr. Allen:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above-referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

[Signature]
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:kbb

Enclosures

cc: John F. Etzel
412 Delaware Avenue
Towson, Maryland 21204



BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING
TOWSON, MARYLAND 21204
494-3550

STEPHEN E. COLLINS
DIRECTOR

July 22, 1986

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items number 468, 470, 471, 473, 474, and 475.

Very truly yours,

[Signature]
Michael S. Flanigan
Traffic Engineer Associate II

MSF:lt

PETITION FOR
SPECIAL HEARING
6th Election District
Case No. 87-71-SPH

LOCATION: End of Mikules Manner La., 800' S from Bakers Schoolhouse Rd.

DATE AND TIME: Wednesday, Aug 27, 1986, at 9:30 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing to determine if the property is a R-2 Zone. Being the property of Foy R. Allen, as shown on plat plan filed with the Zoning Office.

In the event that this Petitioner is granted a building permit may be issued within the 30-day appeal period. The Zoning Commissioner will, however, extend any review for a stay of the issuance of said permit during that period for good cause shown. Such request must be received in writing to the date of the hearing set above or made at the hearing.

By Order Of
ARNOLD JABLON
Zoning Commissioner
of Baltimore County
5006 Aug. 7.

UNITY NEWSPAPERS OF MARYLAND, INC.

Westminster, Md., August 7, 1986

TIFY that the annexed Reg. #192753 P.O. #79004

a. (1) successive weekdays previous

ay of August, 1986, in the

County Times, a daily newspaper published

in Westminster, Carroll County, Maryland.

town News, a weekly newspaper published

in Baltimore County, Maryland.

nity Times, a weekly newspaper published

in Baltimore County, Maryland.

UNITY NEWSPAPERS OF MARYLAND, INC.

Per *[Signature]*

CPS-098

7/22/86
BALTIMORE COUNTY DEPARTMENT OF HEALTH
Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204
Zoning Item # 468, Zoning Advisory Committee Meeting of July 1, 1986
Property Owner: Foy R. Allen
Location: Mikules Manor Ln, 800 ft. southerly from District 6th
Water Supply Private Sewage Disposal Private

- COMMENTS ARE AS FOLLOWS:
- () Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.
 - () Prior to new installation/s of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installation/s before work begins.
 - () A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.
 - () A permit to construct from the Division of Air Pollution Control is required for any charcoal operation which has a total cooking surface area of five (5) square feet or more.
 - () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
 - () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other appurtenances pertaining to health and safety; two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.
 - () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
 - () If lubrication work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

SS 20 1082 (1)

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204-2566
494-4500
PAUL H. REINCKE
CHIEF

Mr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

RE: Property Owner: Foy R. Allen
Location: End of Mikules Manor Lane, 800 ft. southerly from Bakers Schoolhouse Road 468
Item No.: Zoning Agenda: Meeting of July 1, 1986

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

- () 1. Fire hydrants for the referenced property are required and shall be located at intervals of _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- () 2. A second means of vehicle access is required for the site.
- () 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

- (X) 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation. Road shall have a minimum width of 24 ft. & hard surfaced.
- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comment at this time.

REVIEWER: [Signature] Noted and Approved: [Signature]
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Zoning Advisory Committee Chairman Date: July 30, 1986
FROM: C. E. Burnham, Chief, Building Plans Review
SUBJECT: Zoning Advisory Committee Meeting Scheduled 7/1/86

Item #468	No Comment
Item #469	See Comment
Item #470	See Comment
Item #471	See Comment
Item #472	See Comment
Item #473	See Comment
Item #474	See Comment
Item #475	See Comment

CEB/vv

CH/kan
1 & 2
3/15/74

PETITIONER'S EXHIBIT 3

THIS AGREEMENT, Made this _____ day of March, 1974, by and between WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, parties of the first part, Grantors, KARL F. MECH, JR., party of the second part, Grantee, GORDON M. MURPHY and CLAIRE R. MURPHY, his wife, parties of the third part, Grantees, WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, parties of the fourth part, Grantees, and DAVID D. ABBOTT and JANE J. ABBOTT, his wife, parties of the fifth part, Grantees.

WITNESSETH:

WHEREAS, the parties of the first part are the owners of a tract of land in Baltimore County, Maryland, more particularly described in a Deed dated August 23, 1950, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1869, folio 549, saving and excepting therefrom, however, that portion thereof heretofore conveyed by them to Baltimore Gas and Electric Company and

WHEREAS, the parties of the second, third, fourth and fifth parts heretofore are owners of parcels of land adjacent thereto, to wit:

- KARL F. MECH is the owner of that parcel of land which by Deed dated February 27, 1970, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5074, folio 697 was conveyed to him by Hugh Graham, by Sarah C. Graham, his Attorney-in-Fact.
- GORDON M. MURPHY and CLAIR M. MURPHY, his wife, are the owners of that parcel of land which by Deed dated October 2, 1965, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4526, folio 138, was conveyed to them by John Wiley Hunter and wife.
- WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, are the owners of that parcel of land which by Deed dated September 30, 1950, and recorded among the Land Records of

Baltimore County in Liber T.B.S. No. 1894, Folio 322, was conveyed to them by Paul Henry Glick and wife.

4. DAVID D. ABBOTT and JANE J. ABBOTT, his wife, are the owners of that parcel of land which by Deed dated May 15, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4876, folio 114, was conveyed to them from Sarah C. Graham, and

WHEREAS, disagreements have arisen between the parties hereto as to their rights and obligations with regard to a right-of-way across the property of the parties of the first part and a Bill of Complaint has been filed in the Circuit Court for Baltimore County in Equity entitled "David D. Abbott, et al, Complainants vs. William J. Walters, et ux., Respondents" (Equity Docket 99/450, Case No. 77162) and the parties hereto desire to resolve their differences.

NOW, THEREFORE, in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, doth grant and convey unto the said KARL F. MECH, JR., his personal representatives and assigns, GORDON M. MURPHY and CLAIRE R. MURPHY, his wife, their assigns and the survivor of them, and the personal representatives and assigns of the survivor, WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, their assigns and the survivor of them, and the personal representatives and assigns of the survivor, and DAVID D. ABBOTT and JANE J. ABBOTT, his wife, their assigns and the survivor of them, and the personal representatives and assigns of the survivor, a right-of-way eight feet wide from track to track as presently located on the property of the Grantors as a way to and from the properties of the Grantees above recited and not to or from any other property which is now, or may hereafter be, owned by any of the Grantees or their successors in title.

- 2 -

Zoning Item # 468 Zoning Advisory Committee Meeting of July 1, 1986
Page 2

- () Prior to razing of existing structure/s, petitioner must contact the Division of Water Quality and Waste Management at 494-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Water Quality and Waste Management at 494-3768.
- (X) Soil percolation tests (have never/must be) conducted.
 - { } The results are valid until _____
 - { } Soil percolation test results have expired. Petitioner should contact the Division of Environmental Support Services to determine whether additional tests are required.
- (X) Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test
 - { } shall be valid until _____
 - { } is not acceptable and must be retested. This must be accomplished prior to conveyance of property and approval of Building Permit Applications.
- () Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- (X) If submission of plans to the County Review Group is required, a Hydrogeological Study and an Environmental Effects Report must be submitted. 494-3763
- () Others _____

Ian J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

WWQ 2 4/86

87-71-SPH

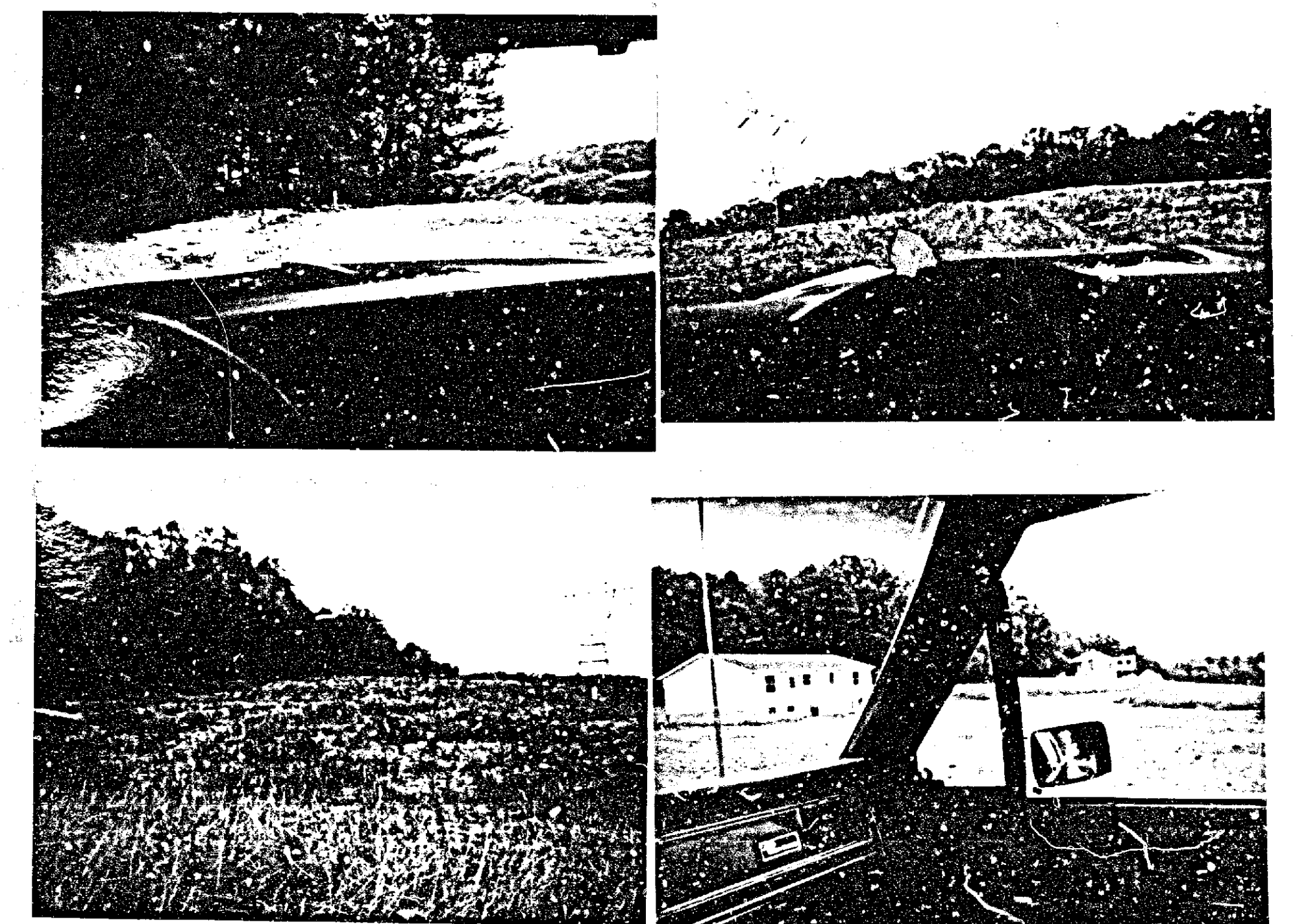
BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this
9th day of July, 1986.

[Signature]
ARNOLD JABLON
Zoning Commissioner

Petitioner Foy Allen Received by: James E. Dyer
Petitioner's Attorney Chairman, Zoning Plans Advisory Committee



It is intended, covenanted and agreed by the parties to this Agreement that the foregoing grant of right-of-way, together with its limitations, and the mutual covenants hereinafter set forth shall not inure to the benefit of or bind any of the parties hereto personally but shall run with the lands hereinbefore referred to and the respective rights and obligations herein granted and assumed shall pass with the ownership of said lands.

It is also covenanted and agreed that all and every right, claim or cause of action whatsoever relating to the right-of-way herein granted which before this Agreement may have arisen between the parties hereto, or any of them, shall be forever released, discharged and extinguished and none of the parties hereto, or their successors in title, shall have any right, claim, or cause of action against any other party hereto with relation to said right-of-way which is not herein conferred.

And the parties hereto, and each of them, mutually covenant and agree as follows:

1. That the right-of-way herein granted shall be used for the purpose of farming, for the purpose of maintaining one residence for one family and no more on each of the parcels of land hereinbefore mentioned and for uses accessory thereto, but not for any other purpose whatsoever.

2. That for the purposes above mentioned the right-of-way may be traversed by farm vehicles and machinery of reasonable width for the right-of-way, the width of which vehicles and machinery shall not be restricted to eight feet, but in no event shall the movement of such vehicles or machinery require the Grantors, or their successors in title, to cut any trees in order to widen the right-of-way.

3. That all parties to this Agreement shall have the right to maintain and repair the right-of-way by reasonable means, including, but not restricted to, resurfacing thereof by crusher run, segregated stone, field stone and black top, provided,

however, that no one shall have the right to claim reimbursement from the Grantors, or their successors in title, for any such work and provided further, that such maintenance shall not extend beyond the limits of the right of way.

4. That the maintenance of said right-of-way may be done by the use of material already located in the right-of-way or of imported materials and by the use of the residents' own labor or of hired or contracted labor.

5. That, if any party hereto shall do maintenance work on said right-of-way which involves the use of material not already in the right-of-way or the use of labor of persons who do not reside on the said properties, the party, or parties, doing, or causing to be done, the said maintenance work shall notify the Grantors, or their successors in title, at least two weeks before the work is to be done.

6. That an executed copy of this Agreement shall be submitted to the Court in the cause hereinbefore mentioned and, in lieu of all other rights and claims between the parties to this Agreement, the parties hereto agree to submit to a Decree incorporating the terms of this Agreement which enjoins them, so long as they, or any of them, remain the owners of the property hereinbefore recited, from violating the terms of this Agreement.

AS WITNESS, the hands and seals of the parties hereto the date and the year first above written.

WITNESS:

WILLIAM J. WALTERS, Grantor (SEAL)

ESTELLE M. WALTERS, Grantor (SEAL)

KARL F. MECH, JR., Grantee (SEAL)

GORDON M. MURPHY, Grantee (SEAL)

CLAIRE R. MURPHY, Grantee (SEAL)

OFFICES OF
ENNESSEY,
RY AND DAUSCH
V. PENNSYLVANIA
AVENUE
IN. MD. 21204

GRANTOR'S EXHIBIT 3a

FOR THIS ADDENDUM TO AN AGREEMENT (which Agreement was made on the Fifteenth Day of March, 1974, between the parties specified following), is made by and between WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, parties of the first part, Grantors, KARL F. MECH, JR., party of the second part, Grantee, GORDON M. MURPHY and CLAIRE R. MURPHY, his wife, parties of the third part, Grantees, WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, parties of the fourth part, Grantees, and DAVID D. ABBOTT and JANE J. ABBOTT, his wife, parties of the fifth part, Grantees.

WITNESSETH:

1. That the word "trees" in covenant number 2 on page 2 of the original Agreement is hereby defined to mean any plant the main trunk of which has a diameter in excess of three inches.

2. That in covenant number 5, found on page 4 of said Agreement, the phrase "material not already in the right-of-way" is defined to exclude fieldstone as used on the road in the past, and as found on the property of the Grantees, so that such fieldstone may be used without advance notice.

3. That in covenant number 4 on page 4 of said Agreement, the word "maintenance" is hereby defined to include the right to maintain three drains to carry standing or running water off of the road, such drains to be located and defined as follows:

a. A drain ten (10) inches wide, six (6) feet long, eight (8) inches deep at the top of the hill where the Baltimore Gas and Electric Company easement over the Grantors' property is located.

b. A drain ten (10) inches wide, two (2) feet long, and six (6) inches deep located approximately thirty feet from the end of the wooded area on the road on the Grantors' property, measured towards the Grantees' property.

c. A drain of the same dimensions as described in sub-paragraph b above, located approximately twenty feet east of said drain.

-2-

But that it is expressly provided that the maintenance of such drains shall in no wise be considered to change or increase the right-of-way as specified by the Grantors in the original Agreement.

4. That in covenant number 5 on page 4 of said Agreement, the phrase "labor of persons who do not all reside on the said properties..." is hereby defined to relatives or friends of the Grantees who are willing to work on the road without pay of any kind so that work done by such labor shall not require advance notice.

AS WITNESS, the hands and seals of the parties hereto the date and the year first above written.

WITNESS:

WILLIAM J. WALTERS, Grantor (SEAL)

ESTELLE M. WALTERS, Grantor (SEAL)

KARL MECH, JR., Grantee (SEAL)

GORDON M. MURPHY, Grantee (SEAL)

CLAIRE R. MURPHY, Grantee (SEAL)

WILLIAM C. PARSONS, Grantee (SEAL)

CHARLOTTE J. PARSONS, Grantee (SEAL)

DAVID D. ABBOTT, Grantee (SEAL)

JANE J. ABBOTT, Grantee (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this day of April, 1974, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM J. WALTERS and ESTELLE M. WALTERS, Grantors, and they made oath in due form of law that the foregoing Agreement is their respective act and deed.

AS WITNESS my hand and Notarial seal.

My Commission Expires:

NOTARY PUBLIC

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this day of April, 1974, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared EARL F. MECH, JR., GORDON M. MURPHY and CLAIRE K. MURPHY, his wife, WILLIAM C. PARSONS and CHARLOTTE J. PARSONS, his wife, DAVID D. ABBOTT and JUNE J. ABBOTT, his wife, Grantees, and they made oath in due form of law that the foregoing Agreement is their respective act and deed.

AS WITNESS my hand and Notarial seal.

My Commission Expires:

NOTARY PUBLIC

WILLIAM J. WALTERS
ESTELLE M. WALTERS

THIS DEED, Made this 2nd day of OCTOBER, in the year one thousand nine hundred and sixty-eight, by and between WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, parties of the first part

BANKERS TRUST COMPANY, a corporation of the State of New York, Trustee, party of the second part, and BALTIMORE GAS AND ELECTRIC COMPANY, a corporation of the State of Maryland, party of the third part.

WHEREAS, the said party of the third part, by its original indenture dated February 1, 1919, and recorded among the Mortgage Records of Baltimore County in Liber W.P.C. No. 555, folio 1, etc., and twenty-nine (29) indentures supplemental thereto, the last being dated August 1, 1967, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4791, folio 361, etc., conveyed to the said party of the second part, Trustee, for the uses and purposes therein set forth, all the property of the said Baltimore Gas and Electric Company then owned or thereafter to be acquired by it; and

WHEREAS, in order to vest the title to the property hereinafter described in the said party of the second part, as Trustee under said original indenture dated February 1, 1919, and indentures supplemental thereto, it is now proposed to grant and convey the property hereinafter described directly to the said party of the second part, as such Trustee, and to the said party of the third part, subject, in all respects, to the right, title and interest of the said party of the second part, as such Trustee.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of Five (\$5.00) Dollars, and other valuable considerations, this day paid, receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said Bankers Trust Company, Trustee under the aforesaid original indenture dated February 1, 1919, and indentures supplemental thereto, and its successors in said trust, for the uses and purposes and upon the trusts in said indentures set forth, and, subject to the interest and estate so vested in Bankers Trust Company, Trustee, unto the said Baltimore Gas and Electric Company, its successors and assigns, in fee simple, all the parcel of land situate in the Sixth Election District of Baltimore County, State of Maryland, and according to a survey prepared by Dollenberg Brothers, dated March 29, 1968 and described as follows that is to say:

BEGINNING for the same at the point of intersection of the center line of a proposed electrical transmission line right of way, 200 feet wide, with the first line of a parcel of land which by a deed dated August 23, 1950 and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1869, folio 549 was conveyed by William F. Bell and wife to William J. Walters and wife, said point of intersection being distant North 46 degrees 29 minutes 50 seconds East 297.12 feet, measured reversely along said first line, from a pipe in a chestnut stump standing at the end of said line and running thence with and binding on a part of said first line, said line being the common boundary between the property of the herein named parties of the first part and the property of George M. White and wife, South 46 degrees 29 minutes 50 seconds West 140.01 feet, thence leaving said outline and running for a line of division now made parallel with and distant 100 feet southerly, measured at right angles, from the center line of said proposed electrical transmission line right of way, 200 feet wide, South 87 degrees 55 minutes 20 seconds East 1004.30 feet to intersect the fifteenth or North 30 degrees West 39 perches line of the aforesaid parcel of land which was conveyed by William F. Bell and wife to William J. Walters and wife, thence running with and binding on a part of said fifteenth line, said line being the common boundary between the property of the herein named parties of the first part and the property of George M. White and wife, North 29 degrees 58 minutes 20 seconds West 113.63 feet to a stone heretofore set at the end of said fifteenth line and North 10 degrees 58 minutes 20 seconds West 3.79 feet, thence leaving said outlines and running for a line of division now made parallel with and distant 100 feet northerly, measured at right angles, from the center line of said proposed electrical transmission line right of way, 200 feet wide, North 87 degrees 55 minutes 20 seconds West 1034.55 feet to intersect the aforesaid first line of the parcel of land which was conveyed by William F. Bell and wife to William J. Walters and wife and thence running with and binding on a part of said first line, said line being the common boundary between the property of the herein named parties of the first part and the property of George M. White and wife, South 46 degrees 29 minutes 50 seconds West 140.01 feet to the place of beginning.

Containing 3.710 Acres of land more or less.

The courses in the above description is referred to the State of Maryland grid meridian.

Being part of the land which by a deed dated August 23, 1950 and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1869 folio 549 was conveyed by William F. Bell and wife to William J. Walters and Estelle M. Walters, his wife.

Subject to a right of way 16 1/2 feet wide heretofore granted by William J. Walters and wife to the American Telephone and Telegraph Company of Baltimore City by agreement dated November 4, 1960 and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3799, folio 554.

The above described parcel of land is shown outlined in red on Plat No. 12487-B attached hereto and made a part hereof.



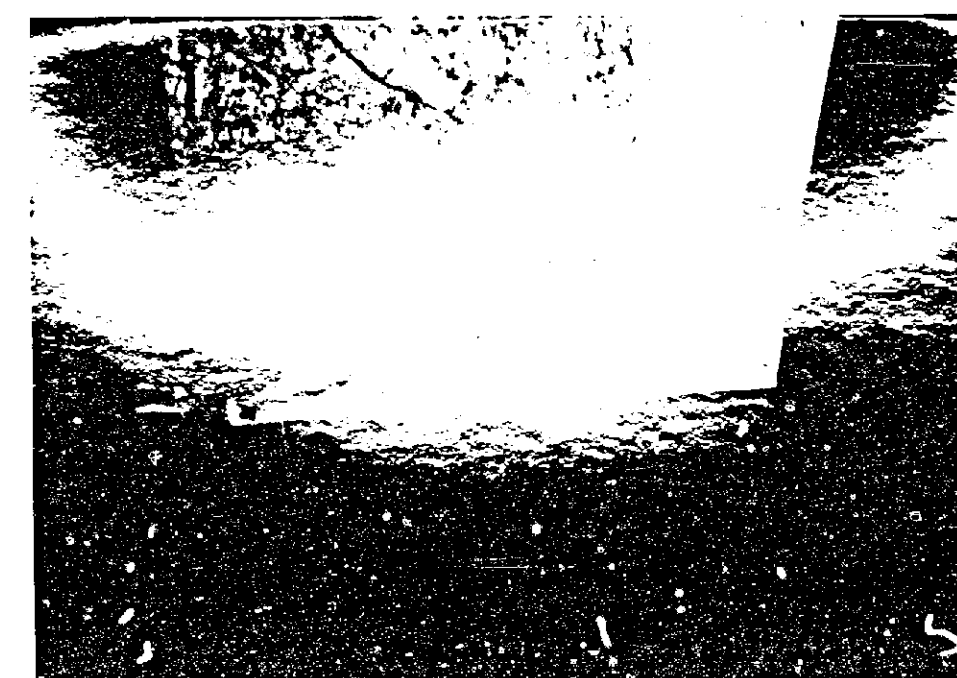
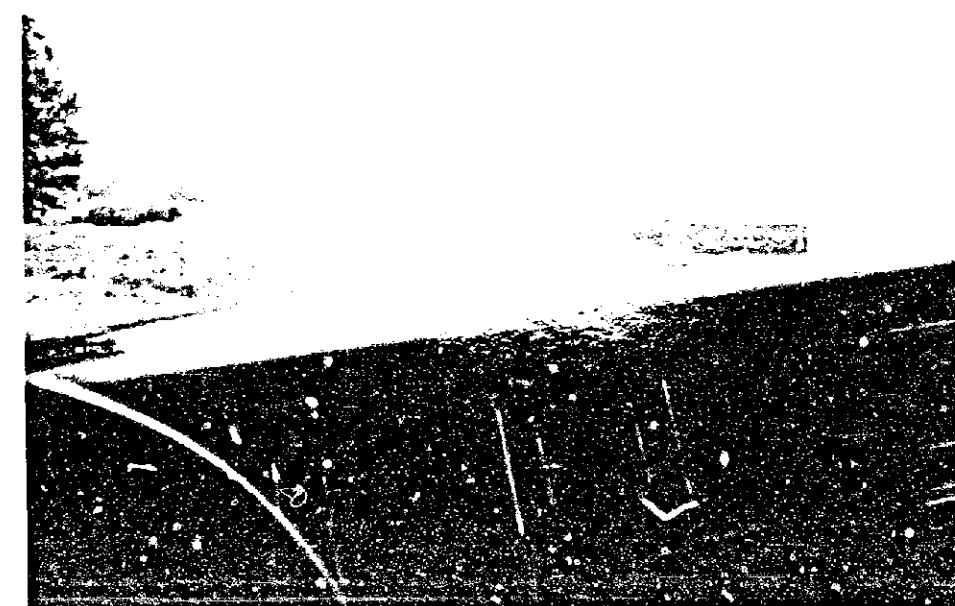
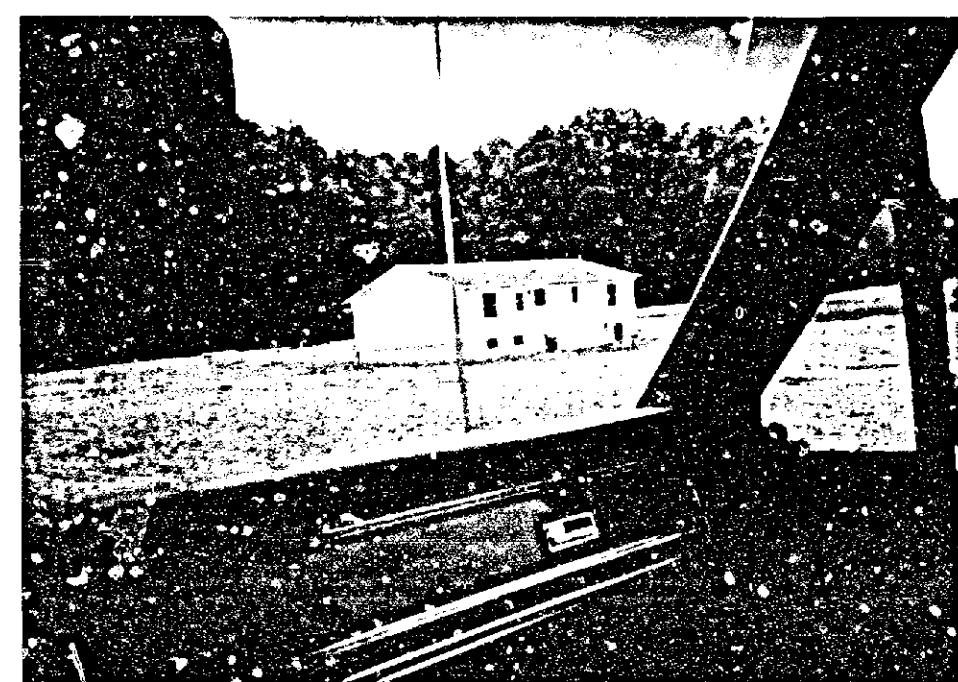
TOGETHER with the right to have access at all times, under existing roads or for as practicable, for the construction, operation and maintenance of lines, poles, structures, wires, cables, conduits, gas pipes or other facilities upon, over or under said parcel of land, and together with the right to trim or cut down and remove all trees on the land adjacent to said parcel of land designated as parcel 2 and parcel 3 on the attached plat which is a part of the second and third right at any time, in the sole judgment of the parties of the second and third parts, or either of them, their successors and assigns, or the successors and assigns of either of them, be liable to interfere with or fall on any of the facilities of the party of the third part, its successors or assigns.

RESERVING, however, unto the said parties of the first part, their heirs and assigns, the right to cross said parcel of land and extend roads and public utility facilities across said parcel of land anywhere except within fifty (50) feet of any structure of the said party of the third part, and if such roads or facilities interfere with the use of said parcel of land by the said party of the third part, it will relocate them, and the right to form and use the same in any other manner as long as such other use, in the sole judgment of the parties of the second and third parts, or either of them, their successors and assigns, or the successors and assigns of either of them, will not interfere with the construction, operation and maintenance of the party of the third part's existing or future facilities, but there shall not be erected any buildings or structures thereon by the parties of the first part; any crops which may be damaged on land adjacent to said parcel of land because of such construction, operation and maintenance shall be paid for at prevailing market prices by the party of the third part.

TOGETHER with any, all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said parcel of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said BANKERS TRUST COMPANY, Trustee under the aforesaid original indenture of February 1, 1919, and indentures supplemental thereto, and its successors in said trust, for the uses and purposes and upon the trusts in said indentures set forth, in fee simple.

TO HAVE AND TO HOLD said parcel of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper



and benefit of the said BALTIMORE GAS AND ELECTRIC COMPANY, its successors and assigns, subject to the interest and estate so vested in the Bankers Trust Company, Trustee, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the within named parties of the first part.

WITNESS:

29 May 1968
F. J. WALZOG, JR.

William J. Walters (SEAL)
William J. Walters

29 May 1968
F. J. WALZOG, JR.

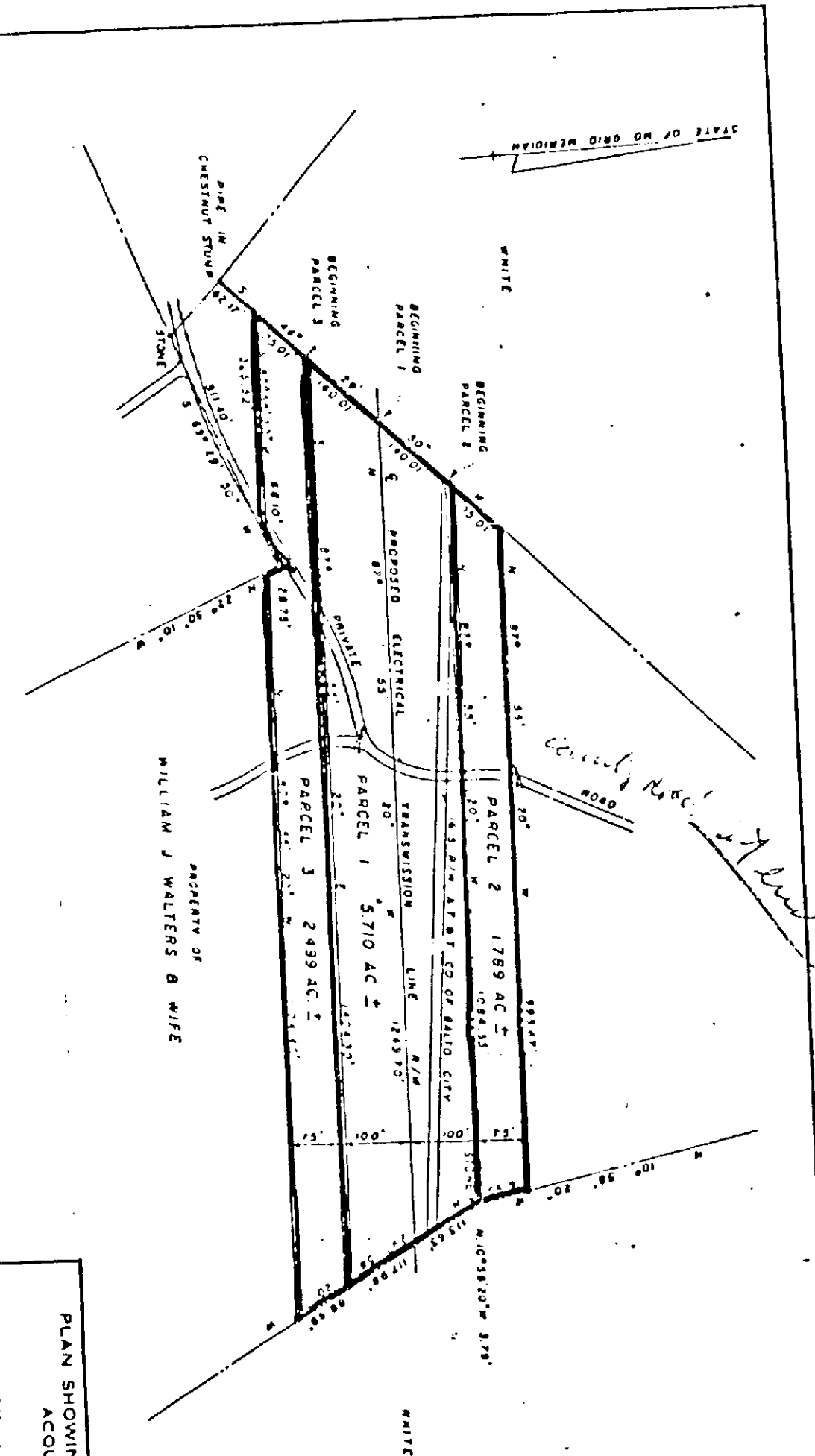
Estelle M. Walters (SEAL)
Estelle M. Walters

STATE OF MARYLAND, BALTIMORE CITY/COUNTY, TO WIT:
I HEREBY CERTIFY that on this 29 day of May, 1968, before me, a Notary Public of said State, personally appeared WILLIAM J. WALTERS and ESTELLE M. WALTERS, his wife, parties of the first part herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

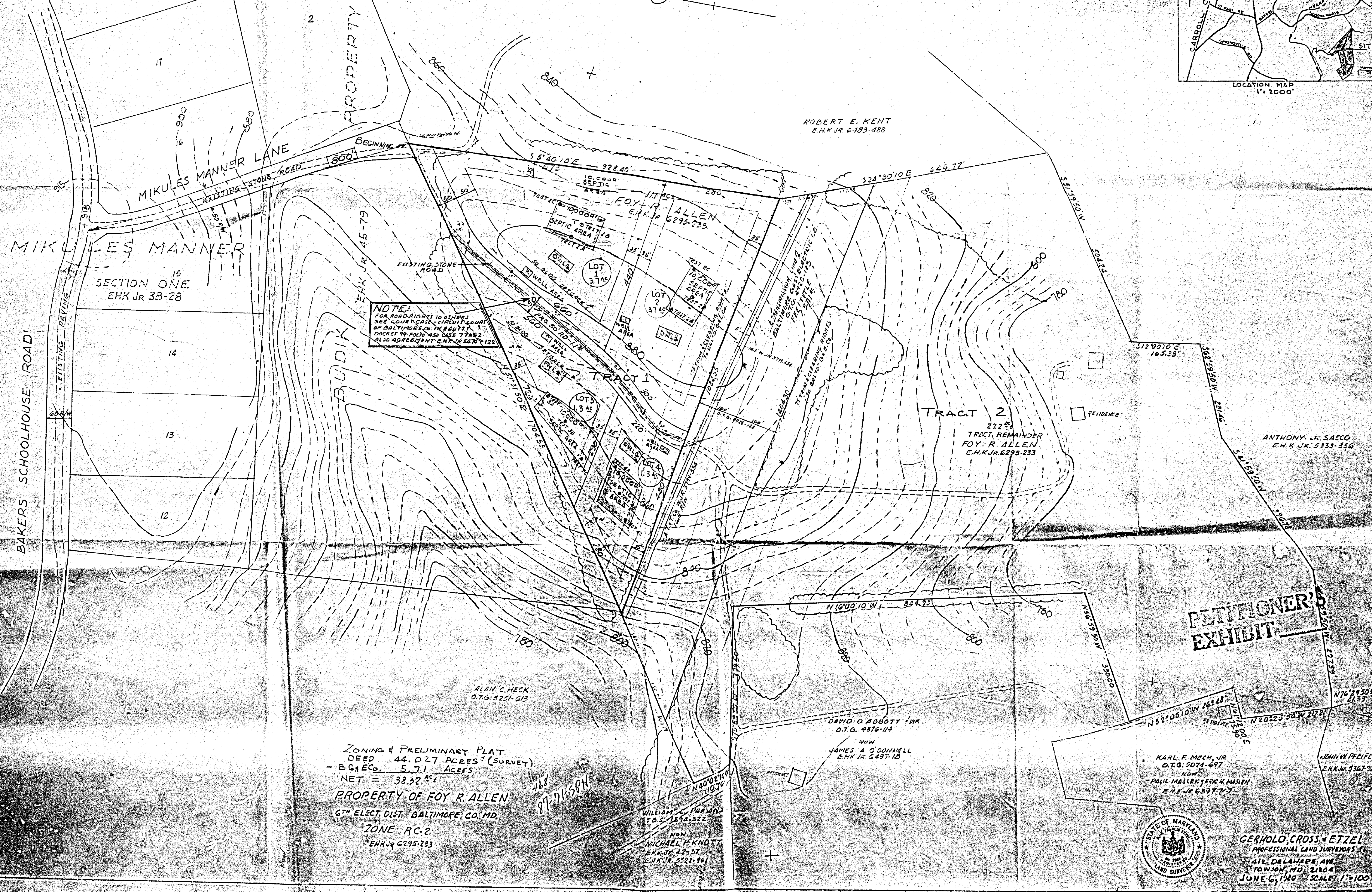
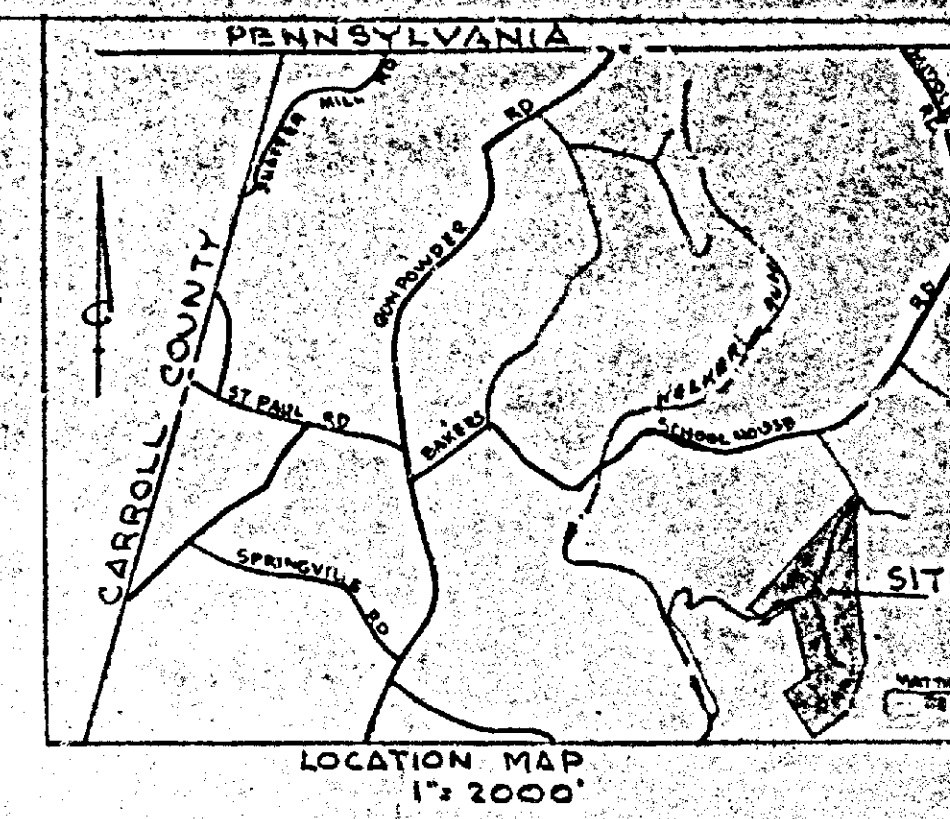
Frederick J. Walzog, Jr.
Notary Public
FREDERICK J. WALZOG, JR.
My commission expires: June 30, 1969

PLAN SHOWING PROPERTY TO BE
ACQUIRED FROM
WILLIAM J. WALTERS & WIFE
6TH ELECTION DISTRICT
BALTIMORE COUNTY MARYLAND
SCALE: 1"=200 FT. DATE 3-24-68
CHECKED: APPROVED:



Rec'd for record OCT 3 1968 at 11:17 AM
Per Orville T. Cosnell, Clerk
Mail to THE TITLE GUARANTEE COMPANY
Receipt No. 212318 16-50

12487-8
PARCEL 33



NOTE:
FOR ROAD RIGHTS TO OTHERS
SEE COURT CASE - CIRCUIT COURT
OF BALTIMORE CO. IN RE BUTTY
DOCKET # 19 FOLD 450 CASE 77482
ALSO AGREEMENT E.H.K. 45470-125

ZONING & PRELIMINARY PLAT
DEED 44.027 ACRES (SURVEY)
- BGS ECD 5.71 ACRES
NET = 38.32 AC
PROPERTY OF FOY R. ALLEN
6TH ELECT. DIST. BALTIMORE CO. MD.
ZONE RC-2
E.H.K. 6295-223

PETITIONER'S
EXHIBIT



GERHOLD, CROSS & ETZEL
PROFESSIONAL LAND SURVEYORS
412 DELAWARE AVE
TOWSON, MD. 21204
JUNE 6, 1986 SCALE 1"=100'